



REQUEST FOR PROPOSALS

(HCHC RFP No. 01-08-2014)

**Howard County Housing Commission
6751 Columbia Gateway Drive, Third floor
Columbia, Maryland 21046**

REPLACEMENT OF EIGHTEEN HVAC SYSTEMS AT STONEY RUN AND PLEASANT CHASE TOWNHOME COMMUNITIES

Issuance Date: Wednesday, August 13, 2014

Submission Deadline: Wednesday, August 27, 2014 at 2:00 p.m. EPT

Pre-Proposal Site Visit: Tuesday, August 19, 2014 at 2:00 p.m. EPT

Question Deadline: Wednesday August 20, 2014 at 5:00 p.m. EPT

Issued by:

**Howard County Housing Commission
Thomas P. Carbo, Executive Director**

Contact:

**Samit Paul
Contracts Manager
6751 Columbia Gateway Drive, Third Floor
Columbia, MD 21046
spaul@howardcountymd.gov**

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1. INTRODUCTION

It is the intent of the Howard County Housing Commission (the “Commission”) to enter into an agreement with a qualified firm (the “Contractor”) for the replacement of existing HVAC systems with new Energy Star rated 2-ton 410A a/c condensing units and new Energy Star rated 60,000 BTU gas furnaces.

Replacement of HVAC systems will be done in 11 interior units and 1 duplex end unit at the townhome community known as Stoney Run Townhomes, located at 6103-6159 Quiet Times, Columbia, Maryland 21045 and in 6 units (all interior units) of the townhome community known as Pleasant Chase Townhomes located at 8411-8447 Oak Meade Way, Jessup, Maryland 20794.

“Replacement” means to remove and dispose of original material in a legal manner (ideally to recycle if possible), supply new material, deliver, install, test and warrant.

The term of the contract shall commence on or about **August 2014** after approval and proper execution of the contract documents and shall continue until the Commission provides the Contractor with final written acceptance of the goods and services described therein.

The Contractor shall not assign, sublet or transfer its interest or obligations under the contract to any third party without the prior written consent of the Commission. The Contractor shall not delegate any of its duties under the contract to any third party without the prior written consent of the Commission.

The Commission reserves the right to monitor any and all work activities performed at the site by the Contractor.

2. SPECIFICATIONS FOR REQUIRED SERVICES

For all 18 townhome units at Stoney Run and Pleasant Chase:

- 2.1 Supply brand new Energy Star rated 2-ton 410A a/c condensing unit. Condensing unit must be **Frigidaire model # JS6BF-024K 16 SEER or other with same specifications.**
- 2.2 Supply brand new Energy Star rated 60,000 BTU gas furnace. Furnace must be must be **Frigidaire model # KG7TC-060D-24B 95% or other with same specifications.** Furnace must be of same brand as condensing unit and must be installed facing the same direction as the existing furnace.
- 2.3 Supply brand new Energy Star rated 2-ton 410A compatible evaporator coil. Coil must be **Frigidaire model #C6BH-X26C-B 16 SEER or other with same specifications.** Coil must be of same brand as condensing unit.
- 2.4 Replace the existing HVAC system with the new condenser, evaporator

coil, and furnace. "Replace" means to remove and dispose of original material in a legal manner (ideally to recycle if possible), supply new material, deliver, install, test and warrant.

- 2.5 Recover refrigerant from existing HVAC system.
- 2.6 Flush or replace existing HVAC line sets, based on condition and new system requirements.
- 2.7 Supply and install new condenser pads or feet under condensing units.
- 2.8 Replace all outside disconnects, check inside disconnects and replace as needed.
- 2.9 Replace any thermostat wires that are worn, cracking, or damaged.
- 2.10 Replace existing thermostat with a programmable Energy Star rated compatible thermostat (gas furnace and a/c).
- 2.11 Braze all line set connections.
- 2.12 Pressure-test system with nitrogen to detect leaks.
- 2.13 After system is tested and determined to be leak-free, place system in a vacuum down to 30 inches of mercury.
- 2.14 Supply and install new insulation on condenser suction line. Existing or new refrigerant lines must be insulated to a minimum of R-3.
- 2.15 All ductwork must be free of all obstructions.
- 2.16 All furnace-to-ductwork connections must be sealed. A duct leakage test must be done. Leaky ducts must be sealed with approved mastic and/or repaired (duct tape must not be used to seal).
- 2.17 Accessible non-attic ducts must be insulated to a minimum of R-6.
- 2.18 All furnace gas lines must be rigid black pipe (no flex lines).
- 2.19 Supply and install new pleated air filter based on unit recommendation.
- 2.20 Clean all condensate drain lines.
- 2.21 All high voltage and low voltage wiring must be connected.
- 2.22 Assure that system is properly charged and that the system's heat and a/c operations are checked and confirmed to be in proper working order at the time of completion.
- 2.23 Piping insulation exposed to weather shall be protected from damage, including that caused by sunlight, moisture, equipment maintenance and wind. Adhesive tape is not an acceptable material for wrapping the pipe. As per the 2012 International Energy Conservation Code, adopted as state law on January 1, 2012, a Manual J calculation must be performed to ensure the new system is properly sized.

- 2.24 The Contractor must provide the Commission with a two-year labor warranty, in addition to the existing product warranty.
- 2.25 The Contractor is responsible for obtaining any and all required permits to conduct the services required by this RFP.
- 2.26 The Contractor must schedule working hours between 8:00 a.m. and 5:00 p.m. Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the Commission in writing.

3. PRE-PROPOSAL SITE VISIT

Each proposer must completely satisfy themselves as to the exact nature and conditions of the scope of services to be performed. Failure to do so will not relieve the Contractor of their obligation to carry out the provisions of the contract.

A pre-proposal site visit will begin at a unit on the site (6122 Quiet Times Columbia, MD 21045) on **August 19, 2014**. The site visit will consist of tours of five (5) separate unit types, three (3) of which are at Stoney Run (Quiet Times) and two (2) of which are at Pleasant Chase (Oak Meade Way). **The visit will begin promptly at 2:00 p.m. EPT** and is anticipated to conclude at 4:00 p.m.

Attendance is not required but is strongly encouraged. Please e-mail an RSVP to spaul@howardcountymd.gov no later than **5:00 p.m. EPT on August 18, 2014**.

4. QUESTIONS

All questions concerning this RFP must be made in writing and e-mailed to spaul@howardcountymd.gov. Questions must be received no later than **5:00 p.m. EPT on August 20, 2014**. Answers to questions will be posted by August 22, 2014 on the Commissions website at <http://www.howardcountymd.gov/departments.aspx?id=6442463188>.

5. COMMISSION BACKGROUND

Organized in 1990, the Commission is an independent State-chartered Public Housing Authority. The mission of the Commission is to provide safe, quality, affordable, and sustainable housing opportunities for low- and moderate-income families in Howard County, Maryland (the "County") and to assist them in moving toward economic independence. The Commission pursues this mission through open, efficient, innovative, and accountable processes.

The Commission's Board of Commissioners consists of seven members, each appointed by the County Executive and approved by the County Council. The Commission develops and manages housing resources to benefit low- and moderate-income residents of the County. In addition to owning and managing residential property, the Commission develops housing opportunities through

cooperative efforts with developers, government entities, and private investors. Additionally, the Commission operates the federally funded Housing Choice Voucher and Public Housing Programs for the County.

6. PROPERTY INFORMATION

Stoney Run

Built in 1998, Stoney Run Townhomes consists of two-story, wood-framed townhomes. Twenty (20) units are owned by Howard County Housing. Each unit is 1,140 square feet and contains two (2) or three (3) bedrooms. Other specifications include wall-to-wall carpet, cable ready, and washer and dryer in each unit. The Commission provides water and sewer while tenants pay gas and electric. Each unit is powered by gas energy and includes a gas stove, gas water heater, and gas heat pump. Electric appliances include refrigerator, dishwasher, washer/dryer, and garbage disposal. Humphrey Management manages the property on behalf of the Commission.

The current HVAC units installed at Stoney Run include Goodman brand model # CK24-1B heat pumps (2-ton) and Goodman model # GMP075-3 furnaces. All furnaces are located in the basement of the unit or on the first floor if there is no basement.

Unit Type	Number of Units to Receive HVAC Replacement
Quiet Times – w/ Basement	9
Quiet Times – No Basement	2
Quiet Times – Duplex	1

Pleasant Chase

Built in 1997, Pleasant Chase Townhomes consists of two-story, wood-framed townhomes. Eight (8) units are owned by Howard County Housing. Each unit is 1,140 square feet and contains three (3) bedrooms. Other specifications include wall-to-wall carpet, cable ready, and washer and dryer in each unit. The Commission provides water and sewer while tenants pay gas and electric. Each unit is powered by gas energy and includes a gas stove, gas water heater, and gas heat pump. Electric appliances include refrigerator, dishwasher, washer/dryer, and garbage disposal. Humphrey Management manages the property on behalf of the Commission.

The current HVAC units installed at Pleasant Chase Run include Trane brand model #TTB024C100AO heat pumps (2-ton) and Trane model #TUE060A963KO furnaces. All furnaces are located in the basement of the unit or on the first floor if there is no basement.

Unit Type	Number of Units to Receive HVAC Replacement
Oak Meade Way – w/ Basement	2
Oak Meade Way – No Basement	4

7. CONTRACTOR ELIGIBILITY REQUIREMENTS

- 7.1 Be registered and in good standing with the State of Maryland Department of Assessment and Taxation. More information is available at <http://www.dat.state.md.us/>.
- 7.2 Clear the federal debarment list under the U.S. System for Award Management (SAM). Federal debarment is checked for both the company and principal(s) of the company. More information is available at <https://www.sam.gov/portal/public/SAM/>.
- 7.3 Possess and provide proof of an active Maryland State Master HVAC license.

8. SUBMISSION OF PROPOSALS

An incomplete response to this RFP may be cause for rejection. For a response to this RFP to be considered complete, it must include all of the items listed below (Documents A, B, C, and D are attached hereto):

- 8.1 Completed and executed Document A (Proposal Cover Page);
- 8.2 Completed and executed Document B (Price Page);
- 8.3 Responses to all items listed in Document C (Proposer's Qualification Information); and
- 8.4 Completed and executed Document D (Affidavit).

Each proposer must submit three (3) physical copies AND one (1) electronic copy of their proposal. Proposers must comply with each of the following submission guidelines:

- 8.5 The physical copies must be mailed or hand-delivered to Howard County Housing Commission, Attn: S. Paul, 6751 Columbia Gateway

Drive, Third Floor, Columbia, MD 21046. Proposals must be securely sealed and clearly marked "HCHC RFP No. 01-08-2014."

- 8.6 The electronic copy of the proposal must be in Adobe PDF format and must be e-mailed to spaul@howardcountymd.gov or provided on a compact disc (CD) along with the physical copies. **NOTE: An e-mail with an attachment that exceeds 10 megabytes (MB) will be rejected by the server. If necessary, the electronic copy may be broken into parts and sent over multiple e-mails.**
- 8.7 Submissions sent by e-mail only or by fax will not be accepted.
- 8.8 Proposals must be received by the Commission in both required formats by no later than **2:00 p.m. EPT on August 27, 2014.**

Timely proposals become the property of the Commission. Late proposals shall not be considered and will be returned unopened.

A submission in response to this RFP shall be considered as a representation that the proposer:

- 8.9 Has carefully reviewed the terms and conditions of this RFP;
- 8.10 Has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the proposal;
- 8.11 Is familiar with the entire area to be serviced as described in the specifications;
- 8.12 Has carefully reviewed all contract documents;
- 8.13 Is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed and materials to be furnished;
- 8.14 Is familiar with all applicable federal, state and county laws, codes, and ordinances that in any way affect the prosecution of the work or persons engaged or employed in the work specified herein;
- 8.15 Agrees that the Commission may copy the proposal to facilitate evaluation and/or responding to requests for public records; and
- 8.16 Warrants that any copying of the proposal by the Commission will not violate the rights of any third party.

Proposers may submit a certification of status as a minority-owned business enterprise, women-owned business enterprise, disabled-owned business enterprise, or a HUD-defined Section 3 business concern. Such certifications shall be considered by the Commission in a manner consistent with its

Procurement Policy. The Commission accepts certifications from the State of Maryland, Howard County Government, or Baltimore County Government.

9. EVALUATION OF PROPOSALS

The Commission intends to make award to the responsible proposer whose proposal represents the best overall value to the Commission. Proposals will be evaluated based on the following criteria:

- 9.1 Experience, qualifications, and technical competence of the proposer's staff in performing similar services;
- 9.2 Materials to be utilized;
- 9.3 Ability to meet due dates;
- 9.4 Completeness of the proposal; and
- 9.5 Price.

The Commission may enter into negotiations with proposers and invite best and final proposals as deemed to be in the best interest of the Commission. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the Commission's sole discretion. However, proposers are strongly advised not to prepare their proposals based on any assumption or understanding that negotiations will take place. Proposers are advised to respond to this RFP fully and with forth-rightness at the time of submission.

Following the submission of proposals, proposers are strongly cautioned not to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals involved in the selection process may result in dismissal from further consideration, at the Commission's sole discretion.

10. INSURANCE REQUIREMENTS

The Commission requires the Contractor to purchase and maintain, during the term of the contract, including any renewals thereof, such policies of insurance acceptable to the Commission as will protect the Contractor and the Commission from claims or losses, regardless of whether such claims or losses result from the Contractor's actions or omissions or those of a subcontractor or those of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The following coverage may be required but may not be all-inclusive, based on the parameters of the Submission:

- 10.1 Worker's Compensation Insurance with limits of coverage as follows:

- 10.1.1 Coverage A: Statutory, covering Maryland jurisdiction; and

10.1.2 Coverage B: Employer's Liability coverage of at least \$100,000.00.

10.2 Automobile Liability Insurance with combined single limits of liability of at least \$1,000,000.00 per occurrence.

10.3 Commercial General Liability Insurance with combined single limits of \$1,000,000.00 per occurrence, naming "Howard County, Maryland" and "Howard County Housing Commission" as an additional insured. Unless deemed unnecessary by the County or Commission, the policy shall contain, but not be limited to, the following coverage endorsements:

10.3.1 Contractual Liability, including Subcontractors;

10.3.2 Personal and Advertising Injury; and

10.3.3 Products and Completed Operations.

All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland.

The Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the contract, either individually or as an additional insured on the policies of the Contractor. Exceptions may be made only with the written approval of the Commission. Contractor shall indemnify the Commission for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.

The Contractor shall not commence work under the contract until the Commission receives evidence of all required coverage. Further, the Contractor shall not reduce, cancel, or change any of the required coverage without 60 day notice of such change to the Commission.

The Contractor will not hold Commission or Howard County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to the contract.

The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract for which the Commission may terminate the contract.

11. HOLD HARMLESS/INDEMNIFICATION:

The Contractor shall indemnify and hold the Commission and Howard County harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death

of, any person arising out of or attributable to the Contractor's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the Commission, its employees, agents and officials.

Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the Commission; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

12. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

Timely Submissions become the property of the Commission. A Submission will be open to the public under the Maryland Public Information Act (the "PIA") (State Government Article, Title 10, Subtitle 6, Part III) and other applicable laws and rules.

Submitters may request that the Commission treat certain information contained in their Submissions as exempt. To receive such treatment, the Submitter must show the specific grounds in the PIA or other applicable law or rule that support exempt treatment and must submit an additional copy of the Submission with the exempt information deleted. The additional copy must provide the general nature of the material removed and shall retain as much of the original Submission as possible.

A Submitter shall be responsible for any costs or damages associated with defending the Submitter's request for exempt treatment.

The other provisions of this Section notwithstanding, the Commission shall retain the authority to disclose the successful contractor's name, the substance of the Submission and the price.

PROPOSAL COVER PAGE

Replacement of Eighteen HVAC Systems at Stoney Run
TITLE: and Pleasant Chase (HCHC RFP No. 01-08-2014)

TO: HOWARD COUNTY HOUSING COMMISSION
6751 Columbia Gateway Drive, Third Floor
Columbia, MD 21046

Company Name: _____

Address: _____

(City) (State) (Zip Code)

Phone: _____ Fax: _____ E-Mail: _____

Federal Tax ID No.: _____

MD Dept. of Assessments and Taxation ID No.: _____

MD Master HVAC License No.: _____

Request for Confidential Treatment (check one):

☐ We are not requesting confidential treatment for this submission.

☐ We are requesting confidential treatment for portions of this submission. We have supplied, as an attachment to this submission, a list of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Maryland law for exempting that information from public disclosure. We have supplied an additional copy of the submission with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to indemnify and hold the Commission and Howard County, Maryland harmless for any costs or damages arising out of the Commission agreeing to withhold the materials based on our request. Our stated bases for confidential treatment notwithstanding, we understand that the Commission shall have the ultimate discretion to determine whether the information provided in our submission should be disclosed in accordance with applicable law. We agree that the Commission may deem our request for confidential treatment to be invalid if we fail to include in this submission all information and documentation required by this paragraph.

The undersigned affirms that all statements in this submission are true and accurate to the best of the knowledge and belief of the undersigned.

SIGNATURE

DATE

PRINTED NAME

TITLE

PRICE PAGE

Replacement of Eighteen HVAC Systems at Stoney Run
 TITLE: and Pleasant Chase (HCHC RFP No. 01-08-2014)

Company Name: _____

Instructions for completing Price Page

- Complete all three (3) items below and execute at the bottom.
- **Note 1** - It shall be the Contractor's responsibility to haul away and dispose of (preferably by recycling) all old materials and fixtures that are removed from the work site as a result of replacement, new installation, cleaning or any other task necessary to complete the work order below.
- **Note 2 (Tax-Exemption)** - The Howard County Housing Commission is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The Commission's Tax Exemption number is 30001219. **The Contractor will NOT be permitted to use the Commission's Tax Exemption number in the purchase of any items that will be installed at the Commission's housing units.**

1. Enter the Brand, Make and Model Numbers of the proposed replacement condensing units, furnaces, and coils in the space below:

Condensing Unit: _____

Furnace: _____

Coil: _____

2. Complete the Price Table below (this will provide the total price proposal):

#	ITEM	PRICE
1	Parts	\$
2	Labor	\$
3	Other (specify):	\$
4	Other (specify):	\$
5	TOTAL (sum of lines 1 thru 4 above)	\$

3. Enter the Number of Days Required to Complete the Services: _____

I, the undersigned, hereby certify that I am duly authorized by the above noted Contractor to offer the goods, prices, and delivery time as set forth above. I further certify that all prices provided in the above Price Table shall remain firm against any increase for a period of thirty (30) days following the submission due date provided in the RFP.

SIGNATURE

DATE

PRINTED NAME

TITLE

PROPOSER'S QUALIFICATION INFORMATION

TITLE: Replacement of Eighteen HVAC Systems at Stoney Run
and Pleasant Chase (HCHC RFP No. 01-08-2014)

1. References: On a separate page(s), provide a minimum of three (3) references for which the proposer has performed services similar to those required by this RFP during the past five (5) years. Each reference should include at least the following information:
 - a. Account name;
 - b. Owner/Manager name;
 - c. Telephone number;
 - d. Address; and
 - e. Contract completion date.
2. Master HVAC License: Provide a photocopy of the proposer's active Maryland State Master HVAC license.

AFFIDAVIT

Contractor _____

Address _____

I, _____, the undersigned _____, of the above named
(Print Signer's Name) (Print Office Held)Contractor does declare and affirm this _____ day of _____, _____, that I hold the
aforementioned office in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, Maryland or the Howard County Housing Commission, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the Commission, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County or Commission received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the Commission in connection with this contract, job, work, or service for the Commission, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County or the Commission have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County or the Commission have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE_____
SIGNATURE_____
PRINTED NAME_____
TITLE

DOCUMENT E
HOWARD COUNTY HOUSING COMMISSION
AGREEMENT

THIS AGREEMENT (the "Agreement"), made this _____ day of _____ 2014, is by and between the **HOWARD COUNTY HOUSING COMMISSION**, a public body corporate and politic (hereinafter the "Commission"), and **[CONTRACTOR]** having an address of **[ADDRESS]** (hereinafter the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said Commission, hereby covenants and agrees to perform all services, in strict and entire conformity with the Attachment A entitled, "Services to be Performed/Goods to be Provided", Attachment B entitled, "Insurance Requirements", and Attachment C entitled, "Section 3 Clause."

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the Commission shall pay the Contractor an amount as set forth herein for services rendered and goods provided in accordance with this Agreement, the other attachments hereto, and the Proposal, all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the Commission is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the Commission (and its members and agents), the Commission shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. **Contractor's Duties.**

The Contractor shall be an independent Contractor and not an employee of the Commission, and shall be responsible for the reporting and remittance of all state and federal taxes. The Contractor shall perform the services and provide the goods outlined in Attachment A hereto. The Contractor's services will be performed with due care and goods will be provided in accordance with all applicable standards.

2. **Compensation.**

2.1 In consideration of the services and goods to be provided by the

Contractor, the Commission shall pay the Contractor an amount equal to the amount invoiced pursuant to Paragraph 2.2 below. The disbursement shall be disbursed upon completion of the services and delivery of the goods described herein in a manner satisfactory to the Commission, in its sole discretion.

2.2 The Contractor shall submit invoices to the Commission monthly. The Contractor's invoices shall reflect the:

- Contractor's name
- Address
- Purchase order number
- Services performed during the preceding billing period
- Goods provided during the preceding billing period
- Waivers from all subcontractors

All invoices shall be submitted to **Ada Best, Administrative Officer**. Invoices in the proper form and approved by the Commission shall be paid by the Commission within thirty (30) days of receipt thereof. The Commission reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the Commission, in its discretion, deems appropriate.

2.3 In no event shall the total compensation paid to the Contractor under this Agreement exceed the amount of [AMOUNT] during the entire term of this Agreement including any renewals thereof.

3. **Term.**

3.1 This Agreement shall become effective when it has been properly signed by all parties hereto and shall continue through [DATE] (hereinafter defined as the "Initial Term"), at which time the Commission may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to Paragraphs 5 and 7 hereof.

3.2 The Commission shall have the option of extending this Agreement for an additional three (3) years, in one-year increments, on the same terms and conditions, by providing written notice of its intent to extend to the Contractor.

4. **Contractor's Representations and Warranties.** The Contractor hereby represents the following:

4.1 The Contractor is a [CORPORATE STATUS], duly formed and validly existing under the laws of the State of Maryland and is qualified to do business and is in good standing in the State of Maryland.

4.2 The Contractor has the power and authority to consummate the obligations and responsibilities contemplated herein and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The person executing this Agreement for the Contractor warrants that he is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.

4.4 The professional services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations. The goods to be delivered shall comply with the implied warranties of merchantability and fitness for use, and all express warranties created by this Agreement.

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the Commission upon its request for the same.

4.6 All representations and warranties made in the Proposal response remain true and correct in all respects.

5. **Termination for Convenience.**

5.1 The Commission may terminate this Agreement, without cause, by providing written notice thereof to the Contractor at least thirty (30) days prior to the intended date of termination at the address set forth below, or at such other address as may be later designated by the Contractor in writing. The Contractor acknowledges that the absence of a reciprocal right of termination for convenience does not render this Agreement illusory or unenforceable.

5.2 In the event of termination, without cause, the Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. Payment shall be made in accordance with the provisions of Paragraph 2 of this Agreement.

6. **Insurance.**

The Contractor shall be required to provide insurance required by the Commission pursuant to the insurance requirements specified in Attachment B. The Contractor shall maintain the insurance coverages required by the Commission while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the Commission. Such documentation may, in the discretion of the Commission, be in the form of binders or declarations from the insurance company.

7. **Default.** The term "Default" as used in this Agreement shall mean the

occurrence or happening, from time to time, of any one or more of the following:

7.1 **Representations and Warranties.** If any representation or warranty, expressed or implied, contained in this Agreement and in the Proposal shall prove at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.

7.2 **Compliance with Covenants and Conditions.** If the Contractor shall fail to comply with the terms of any covenant, condition, agreement or any express or implied warranty contained in this Agreement.

7.3 **Performance of Contractual Obligations.** If the services hereunder are not performed in good faith and in accordance with the provisions of this Agreement and the delivery of the goods that are the subject of this Agreement is not being made in good faith and/or in accordance with the schedule which is attached hereto as Attachment A.

7.4 **Conditions Precedent to Any Disbursement.** If the Contractor is unable to satisfy any condition precedent to its right to receive a disbursement.

8. **Remedies for Default.**

8.1 The Commission shall have the right upon the happening of any Default, without providing notice to the Contractor:

- a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;
- b. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the Commission, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

8.2 Upon termination of this Agreement for default, the Commission may elect to pay the Contractor for services provided and goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the Commission shall not be obligated to make any further disbursements hereunder.

9. **Remedies Cumulative and Concurrent.**

No remedy herein conferred upon or reserved to the Commission is intended to

be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the Commission shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the Commission may be exercised from time to time as often as may be deemed expedient by the Commission.

10. **Confidential Information.**

The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future Commission business, services and clients without the express written consent of the Commission.

11. **Conflict of Interest.**

The Contractor certifies that the officer of the company who is executing this Agreement has read and understands the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

12. **Assignment.**

Neither the Commission nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the Commission, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

13. **Delegation of Duties.**

The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the Commission.

14. **Indemnification.**

The Contractor shall indemnify and hold harmless the Commission, its employees, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the Commission, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of gross

negligence or willful misconduct committed by the Commission.

15. **Integration and Modification.**

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

16. **Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

17. **Conflicting Terms.**

17.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.

17.2 In the event of a conflict between the Proposal and this Agreement, the provisions of this Agreement without the conflicting terms in the Proposal shall prevail.

17.3 In the event of a conflict between Attachment A entitled, "Services to be Performed/Goods to be Provided" and this Agreement, the provisions of this Agreement shall prevail.

18. **Severability.**

If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

19. **Time is of the Essence.**

Time is of the essence with respect to performance of the terms and conditions of this Agreement.

20. **Funding.**

The contractual obligation of the Commission under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.

21. **Ownership of Goods.**

All finished or unfinished work, reports, or goods that are the subject of this Agreement including any licenses or consents acquired by the Contractor for performance

hereunder, shall be and shall remain the property of the Commission.

22. **No Waiver, Etc.**

No failure or delay by the Commission to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the Commission from exercising any such right, power, or remedy at any later time or times.

23. **Warranty.**

The Contractor warrants the services and goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one (1) year from the date of delivery. Replacements and repairs under this warranty are to be made by the Contractor at no cost to the satisfaction to the Commission.

Any material supplied by the Contractor shall carry a manufacturer's standard new material warranty. A labor and material warranty shall be submitted in writing with the proposal.

24. **Notice.**

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

FOR THE COMMISSION:

Thomas P. Carbo
6751 Columbia Gateway Drive
Columbia, MD 21046
(410) 313-6317

FOR THE CONTRACTOR:

[Name]
[Address]
[Telephone]

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WITNESS:

[CONTRACTOR]

Federal Identification No. _____

By: _____

NAME: _____

TITLE: _____

WITNESS:

Howard County Housing Commission,

Shirelle M. Bennett

By: _____

Thomas P. Carbo
Executive Director
Authorized Signatory

APPROVED FOR LEGAL SUFFICIENCY

Margaret Ann Nolan
County Solicitor